# **Annex 1: Terms of Reference / Description of Scope**

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| --- | --- | --- |
| Contract Tittle: |  | Purchase of IT Equipment for CEA |
| Duration:  |  | 6/9/2021 -15/11/2021 |

**BACKGROUND**

Kosovar Civil Society Foundation (KCSF) is an independent, not-for-profit organization focused in supporting local civil initiatives leading to a strong civil society movement that will promote a democratic culture and will be responsive to the socio-economic needs of Kosovo, with a strong focus on supporting and contributing to the European Union Integration Process.

**SCOPE OF WORK**

The aim of this procurement is to provide the necessary IT equipment for KCSF staff.

**MAIN OUTPUTS/DELIVERABLES**

**Minimum technical specifications**

Laptops:

|  |  |
| --- | --- |
| Model | US Brand only |
| CPU | Intel Core i5 gen 9 or above/equivalent |
| RAM | A minimum of 16GB Memory |
| Display | Min 14 inch, HD Anti-Glare  |
| Storage | Min 250 GB |
| Multimedia | Inbuilt Speakers, Webcam and microphone |
| Operating System | Pre-installed Windows 10 with license |

Monitors:

|  |  |
| --- | --- |
| Model | US Brand only |
| Display | Min 23 inch, HD Anti-Glare  |

**QUALIFICATION REQUIREMENTS**

KCSF will entrust this assignment to a Company. A selection committee from KCSF will make the assessment and selection.

**Declaration on honour on exclusion criteria and absence of conflict of interest**

All tenderers shall provide a Declaration on honour on exclusion criteria and absence of conflict of interest (see Annex 2), duly signed and dated by an authorized representative of company, stating that they are not in one of the situations of exclusion listed in the Annex 2.

**Technical Offer**

The technical offer must cover all aspects and tasks required in the technical specification and provide all the information needed to apply the quality award criteria. Offers deviating from the requirements or not covering all requirements will be rejected on the basis of non-compliance with the tender specifications and will not be evaluated.

**Financial Offer**

The price for financial offer must be quoted in euro. Prices must be quoted free of all duties, taxes and other charges, including VAT, as the KCSF funds are exempt from such charges. Supplies will be provided on fixed unit prices, for each item and total tender price of the goods it proposes to supply under the contract.

**Eligible Goods**

All goods to be supplied under the contract shall have their origin in eligible source countries. “Origin” means the place where the goods are produced.

**TERMS AND CONDITIONS**

Offers received after the date for receipt of bids set out in the invitation to tender or not strictly in accordance with these instructions, may, at the sole discretion of KCSF, be disregarded and returned.

KCSF reserve the rights to reject any or all accepted bids or request for further explanation from the tenderers.

No Bid nor any part of it shall be deemed to have been accepted unless such acceptance shall have been notified to the tenderers in writing by KCSF.

**Notification of Award or Work Order**

KCSF will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

After selection of the Successful Tenderer and after obtaining internal approvals and prior to expiration of the period of Tender validity, KCSF will send Notification of Award or Purchase Order to the selected Tenderer.

Upon the successful tender accepting the Work Order and signing the contract agreement and KCSF will promptly notify each unsuccessful Bidder.

**Price**

Price shall remain fixed as per the Financial Bid accepted by KCSF. There shall be no increase in price for any reason whatsoever. Therefore, no request for any escalation of the cost / price shall be entertained.

**Terms of payment**

KCSF shall pay the price to the winning bidder as soon as practicable on receipt of invoice subject to:

-the price being in accordance with contract

-the goods being received and accepted by the KCSF as satisfying the Contract document

- goods and services excluded of VAT and other applicable indirect taxes

**Delivery**

While the immediate delivery of all purchased laptops and monitors is the most preferred option, depending on the stock availability from the successful bidder, KCSF reserves the right to negotiate a phased delivery as follows:

1) 3 laptops and 3 monitors latest by 10Th of September 2021;

2) 5 laptops and 5 monitors latest by 10Th of October 2021;

3) 4 laptops and 4 monitors latest by 10Th of November 2021.

All goods order shall be delivered with proper packing in within mutually agreed days as per delivery timeframe offer. All goods shall delivered at KCSF office.

All elements of the goods or services delivered by the winning bidder shall be at the risk of the winning bidder and no liability to pay for them shall arise until that element of the goods or service are approved by KCSF and delivery is accepted in writing or by counter-signature.

Should the supplier be at fault in the completion of a service or delivery as specified, upon return of any such element of the goods which are not acceptable to KCSF the winning bidder shall reimburse KCSF for:

* any amounts paid by KCSF on account of the price of the returned elements of the goods ; and
* any costs incurred by KCSF in connection with the delivery or return of the relevant element of the returned goods.

**Acceptance of goods**

All goods are accepted subject to check and inspection, and KCSF reserves the right to return any faulty or unsuitable item(s) and withhold payment.

**Other terms**

KCSF reserve the rights to terminate or modify this invitation for tender and re-issue the invitation for tender.

Before award, KCSF can request from the tenderers to provide additional information or ask for a quick interview for helping of the evaluation process.